

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION**

THE TRUSTEES OF PURDUE
UNIVERSITY,

Plaintiff,

v.

STMICROELECTRONICS N.V.,
STMICROELECTRONICS
INTERNATIONAL N.V., and
STMICROELECTRONICS, INC.,

Defendants.

Civil Action No. 6:21-CV-00727-ADA

DEMAND FOR JURY TRIAL

**DEFENDANT STMICROELECTRONICS INTERNATIONAL N.V.'S
OPPOSITION TO PLAINTIFF'S MOTION FOR ENTRY OF DEFAULT**

Pending before the Court is The Trustees of Purdue University's ("Plaintiff") Motion for Entry of Default against Defendant STMicroelectronics International N.V. ("ST-Int'l"). Plaintiff's Motion, however, is premised on service that was effected on a legal entity *other than* ST-Int'l. Because ST-Int'l has explained the flaws to Plaintiff's process server and Plaintiff, and because ST-Int'l has offered to permit alternate email service on its U.S. counsel engaged for this case—an offer that Plaintiff rejects—ST-Int'l submits Plaintiff's Motion should be denied.

On April 4, 2022, The Trustees of Purdue University ("Plaintiff") attempted to effect service on Defendant STMicroelectronics International N.V. ("ST-Int'l") through the Hague Convention. The attempted service was improperly addressed to a legal entity other than ST-Int'l (i.e., it was addressed to STMicroelectronics International **B.V.**, which is a legally non-existent

entity), was not served on a legal representative of STMicroelectronics N.V. and did not include the Model Form required by Article 5 (last sentence) of the Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters. After ST-Int'l's Dutch counsel brought the issue by to the attention of Plaintiff's process server, ST-Int'l was given a Model Form that again failed to reference STMicroelectronics International N.V.—the party on whom Plaintiff purportedly effected service. In multiple letters to Plaintiff's process server and the Public Prosecutor's office, ST-Int'l pointed out these and other defects with Plaintiff's attempted service and how it could be cured. Plaintiff and its process server disputes its service was defective. On May 23, 2022, Plaintiff filed a Proof of Service with the Court, which claims that ST-Int'l has been served under the Hague Convention.

On May 24, 2022, ST-Int'l advised Plaintiff that its Proof of Service was incorrect and that attempted service is defective, attached several letters from ST-Int'l's Dutch counsel explaining the defects, and asked Plaintiff to withdraw its Proof of Service (First email of May 24, 2022, from L. Chen to Plaintiff, including associated documents, attached as Exhibit A). Within minutes of receiving the email from ST-Int'l's counsel, Plaintiff stated it will seek entry of default (Email of May 24, 2022, from M. Shore to L. Chen attached as Exhibit B). Plaintiff then filed its Motion without referencing any of the service defects to which it had been apprised or referencing ST-Int'l's efforts to cure those defects. To avoid burdening the Court with this issue, **ST-Int'l further offered to accept alternative service on its U.S. counsel via email** (Second email of May 24, 2022, from L. Chen to Plaintiff, attached as Exhibit C). Again, Plaintiff refused. Instead, it insisted that ST-Int'l stipulate that Plaintiff's prior defective service was proper. Because Plaintiff seeks a stipulation that is at odds with the undisputed facts, ST-Int'l is unable to agree. Defendant ST-Int'l respectfully asks the Court to deny Plaintiff's Motion for Entry of Default and permit alternate

service (via email) on ST-Int'l through its U.S. counsel, Li Chen of Lumens Law Group PLLC, at Lchen@LumensLawGroup.com.

Dated: May 24, 2022

Respectfully submitted,

/s/ John M. Shumaker

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**PHV application to be submitted*

***Attorneys for Defendant
STMicroelectronics International
N.V.***

CERTIFICATE OF SERVICE

I, the undersigned, do hereby certify that a true and correct copy of the foregoing document was served on all parties to this action by the Court's ECF system on the 24th day of May, 2022.

/s/ John M. Shumaker

John M. Shumaker